

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

Michael Ermilio, Plaintiff, v. Transportation Alliance Bank, Inc., d/b/a/ TAB Bank, Defendant.	Court File No.: 3:21-cv-00652
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RULE 68 OFFER OF JUDGMENT

1. Pursuant to Federal Rule of Civil Procedure 68, Defendant Transportation Alliance Bank, Inc., d/b/a/ TAB Bank ("TAB Bank") hereby offers to allow judgment to be taken against it by Plaintiff Michael Ermilio ("Plaintiff") in this action as follows:
 - a. Damages in the amount of \$2,000;
 - b. Elimination of the debt Mr. Ermilio incurred under the Installment Loan Agreement dated June 6, 2021; and
 - c. Reasonable attorney fees and costs through the date of the acceptance of this offer. The amount of attorney fees and costs will be agreed upon by the parties, but if no agreement can be made as to the amount of reasonable attorney fees and costs, they shall be determined by the Court.
2. This Offer of Judgment shall be in full satisfaction of all federal and state law claims or rights that Plaintiff may have for damages, or any form of relief, arising out of the alleged acts or omissions of Defendant, its agents and assigns.

3. This Offer of Judgment is an offer to compromise under Federal Rule of Evidence 408, and is not, and shall not be construed as an admission that TAB Bank, or any other party, is liable in this action, or that Plaintiff, or any person whose rights or interests Plaintiff purports to represent, or on whose behalf Plaintiff purports to sue, has suffered any damages or has standing to recover such damages. TAB Bank tenders this Offer solely to avoid the uncertainty and expense of further litigation and solely for the purpose of settlement.

4. Acceptance of this Offer of Judgment will act to release and discharge the Defendant from any and all claims that were or could have been asserted by Plaintiff in the above-referenced action. This Offer is made specifically according to the provisions of Rule 68 of the Federal Rules of Civil Procedure and will expire at the end of fourteen days as specified in Rule 68(a).

DATED: October 29, 2021

BALLARD SPAHR LLP

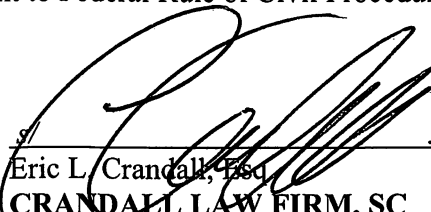
By: /s/ Karla M. Vehrs
Karla M. Vehrs #1089860
vehorsk@ballardspahr.com
2000 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Telephone: (612) 371-3211

**Attorneys for Defendant Transportation
Alliance Bank, Inc. d/b/a TAB Bank**

ACCEPTANCE OF OFFER OF JUDGMENT

Plaintiff Michael Ermilio, by and through his undersigned counsel of record, hereby
accepts the above Offer of Judgment pursuant to Federal Rule of Civil Procedure 68.

Dated Oct. 29, 2021



Eric L. Crandall, Esq.
CRANDALL LAW FIRM, SC
421 West Second Street
PO Box 27
New Richmond, WI 54017
715-243-9996 (p.)
WisconsinConsumerLaw@frontier.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 29th day of October, 2021, I served the foregoing Rule 68 Offer of Judgment upon Plaintiff via email to Plaintiff's counsel as follows:

Eric L. Crandall, Esq.
CRANDALL LAW FIRM, SC
421 West Second Street
PO Box 27
New Richmond, WI 54017
715-243-9996 (p.)
WisconsinConsumerLaw@frontier.com

Dated the 29th day of October, 2021.

/s/ Karla M. Vehrs

Karla M. Vehrs